

SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SKAGIT

STATE FARM FIRE AND CASUALTY, as  
subrogee for Catherine Robinson,

Plaintiff,

vs.

HELEN OF TROY, LIMITED, HELEN OF TROY,  
LIMITED LIABILITY COMPANY; HELEN OF  
TROY, LIMITED CORPORATION, HELEN OF  
TROY, L.P., KAZ USA INCORPORATED; and  
KAZ INCORPORATED,

Defendants.

No.

COMPLAINT

**I. PARTIES, VENUE AND JURISDICTION**

1.1 State Farm Fire and Casualty Company ("State Farm") is an insurance company  
incorporated, and with its principal place of business, outside of Washington State.

1.2 State Farm is authorized to conduct business in Washington State.

1.3 A home owned by Catherine Robinson ("Robinson") and located at 1117 4<sup>th</sup> Street,  
Anacortes, Washington ("Robinson home") was, at all times relevant to this complaint, insured by

1 State Farm.

2 1.4 Helen of Troy Limited (referred to as "Helen of Troy"), is a company formed under  
3 the laws of Bermuda.

4 1.5 Helen of Troy liability Company, Helen of Troy, limited Corporation, and Helen of  
5 Troy, L.P. (collectively referred to as "Helen"), are entities formed under the laws of a state other  
6 than Washington State and which conduct business in Washington State.

7 1.6 Kaz USA Incorporated and Kaz Incorporated (collectively referred to as "Kaz") are  
8 corporation formed under the laws of a state other than Washington State and conduct business  
9 in Washington State.

10 1.7 This court has jurisdiction over the parties and subject matter of this suit.

11 1.8 Venue is proper in this court because the subject of this lawsuit occurred in this  
12 judicial district.

13  
14 **II. FACTS**

15 2.1 State Farm, during all times relevant to this suit, issued an insurance policy to  
16 Robinson which covered the Robinson Home.

17 2.2 State Farm's policy covered property damage to the Robinson home and contents.

18 2.3 On August 4, 2014, a fire (the "Fire") originated in a SoftHeat heating pad (the  
19 "Heating Pad").

20 2.4 The Heating Pad was a MaxHeat by SoftHeat Deluxe Heating Pad Moist/Dry, King  
21 size, 12-inch by 24-inch, HP950-12-3P-S.

22 2.5 The Heating Pad was manufactured by the defendants and bore the trade name  
23

1 "SoftHeat."

2 2.6 SoftHeat is a trade mark owned by the defendant Kaz Incorporated as of July 20,  
3 2004.

4 2.7 Sometime after July 20, 2014, Kaz Incorporated assigned the trade mark "SoftHeat"  
5 to Helen of Troy.  
6

7 2.8 Kaz Incorporated owned the SoftHeat trade mark at the time that the Heating Pad  
8 was manufactured.

9 2.9 The Heating Pad had been purchased by Robinson and was used at the Robinson  
10 Home.

11 2.10 The Fire caused damage to the Robinson home and its contents.

12 2.11 State Farm paid Robinson for some of the property damage to the home.

13 2.12 State Farm holds a subrogated interest in recovering the sums it paid Robinson as  
14 a result of the fire damage.  
15

16 **III. FIRST CAUSE OF ACTION: PRODUCTS LIABILITY**

17 3.1 The defendants are "manufacturers," as that term is defined in the Washington  
18 Products Liability Act, RCW 7.72, et seq., as they either designed, manufactured, fabricated  
19 and/or constructed the Heating Pad or sold it under their trade names.

20 3.2 At the time the Heating Pad left the defendants' control, it was defective and not  
21 reasonably safe. These defects include, but are not limited to, the following conditions:  
22

23 a. It was not reasonably safe in their design.

24 b. It was defectively manufactured.

1 c. It was not reasonably safe because adequate warnings or instructions were not  
2 provided with it about the risk or likelihood of a fire.

3 d. It did not contain available safeguards which would have prevented the damage  
4 State Farm incurred.

5 3.3. The defendants are strictly liable to State Farm because at the time the Heating Pad  
6 left their control, the likelihood that it would cause injury or damage similar to that suffered by  
7 State Farm, and the seriousness of such injury or damage, outweighed the burden on the  
8 defendants to design products that would have prevented State Farm's damages and outweighed  
9 the adverse effect that an alternative design(s) that was practical and feasible would have on the  
10 usefulness of the products.  
11

12 3.4. The products were not reasonably safe because they did not conform to the  
13 defendants' express warranties or to the implied warranties under Title 62A RCW.  
14

#### 15 **IV. SECOND CAUSE OF ACTION: BREACH OF IMPLIED WARRANTY**

16 4.1 Implied in the sale of the Heating Pad was an implied warranty that it would be fit for  
17 its ordinary purpose.

18 4.3 The Heating Pad breached this warranty and the defendants are liable for any  
19 foreseeable damages arising as a result of the breach.

#### 20 **V. REQUEST FOR RELIEF**

21 5.1 For judgment against the defendants, jointly and severally, in an amount to be  
22 proven at trial. Such damages include, but are not limited to, loss of real and personal property,  
23 loss of use of the property, pre-judgment interest, and other damages.

24 5.2 For statutory costs and attorneys' fees.

**5.4 For any other relief the court deems just.**

Dated this 8<sup>th</sup> day of September, 2015.

Craig Evezich, WSBA No. 20957  
Attorney for Plaintiff